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Defendant, *in pro se*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Disney Enterprises, Inc. and Warner Bros.
Entertainment Inc.,

Plaintiffs,

v.

Carolyn Saxion Sharp and Does 1 – 10,
inclusive,

Defendants.

Case No. CV08-3143 JSL (SSx)

CONSENT DECREE AND
PERMANENT INJUNCTION

The Court, having read and considered the Joint Stipulation for Entry of
Consent Decree and Permanent Injunction that has been executed by Plaintiffs Disney
Enterprises, Inc. (“Disney”) and Warner Bros. Entertainment Inc. (“Warner Bros.”)
(collectively “Plaintiffs”) and Defendant Carolyn Saxion Sharp (“Defendant”) in this
action, and good cause appearing therefore, hereby:

1 ORDERS that based on the parties' stipulation and only as to Defendant, her
2 successors, heirs, and assignees, this Injunction shall be and is hereby entered in the
3 within action as follows:

4 1) This Court has jurisdiction over the parties to this action and over the subject
5 matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338.
6 Service of process was properly made against Defendant.

7 2) Disney claims that it owns or controls the pertinent rights in and to the
8 copyright registrations listed in Exhibit "A" attached hereto and incorporated herein
9 by this reference.

10 3) Warner Bros. claims that it owns or controls the pertinent rights in and to the
11 copyright registrations listed in Exhibit "B" attached hereto and incorporated herein by
12 this reference. (The copyrights identified in Exhibits A and B are collectively referred
13 to herein as "Plaintiffs' Properties").

14 4) Plaintiffs have alleged that Defendant has made unauthorized uses of Plaintiffs'
15 Properties or substantially similar likenesses or colorable imitations thereof.

16 5) Defendant and her agents, servants, employees and all persons in active concert
17 and participation with her who receive actual notice of the Injunction are hereby
18 restrained and enjoined from:

19 a) Infringing Plaintiffs' Properties, either directly or contributorily, in any
20 manner, including generally, but not limited to manufacturing, importing,
21 reproducing, distributing, advertising, selling and/or offering for sale any
22 unauthorized product which features any of Plaintiffs' Properties
23 ("Unauthorized Products"), and, specifically from:

24 i) Importing, manufacturing, reproducing, distributing, advertising,
25 selling and/or offering for sale the Unauthorized Products or any other
26 unauthorized products which picture, reproduce, copy or use the
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1 likenesses of or bear a substantial similarity to any of Plaintiffs'
2 Properties;

3 ii) Importing, manufacturing, reproducing, distributing, advertising,
4 selling and/or offering for sale in connection thereto any unauthorized
5 promotional materials, labels, packaging or containers which picture,
6 reproduce, copy or use the likenesses of or bear a confusing similarity to
7 any of Plaintiffs' Properties;

8 iii) Engaging in any conduct that tends falsely to represent that, or is
9 likely to confuse, mislead or deceive purchasers, Defendant's customers
10 and/or members of the public to believe, the actions of Defendant, the
11 products sold by Defendant, or Defendant herself is connected with
12 Plaintiffs, is sponsored, approved or licensed by Plaintiffs, or is affiliated
13 with Plaintiffs;

14 iv) Affixing, applying, annexing or using in connection with the
15 importation, manufacture, reproduction, distribution, advertising, sale
16 and/or offer for sale or other use of any goods or services, a false
17 description or representation, including words or other symbols, tending
18 to falsely describe or represent such goods as being those of Plaintiffs.

19 6) Each side shall bear its own fees and costs of suit.

20 7) Except as provided herein, all claims alleged in the Complaint are dismissed
21 with prejudice.

22 8) This Injunction shall be deemed to have been served upon Defendant at the time
23 of its execution by the Court.

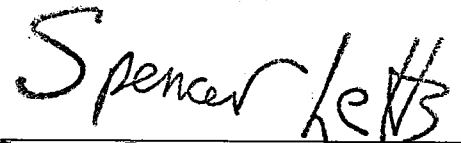
24 9) The Court finds there is no just reason for delay in entering this Injunction and,
25 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
26 immediate entry of this Injunction against Defendant.
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10) The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Injunction.

11) The above-captioned action, shall, upon filing by Plaintiffs of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment Pursuant to Stipulation, and requesting entry of judgment against Defendant, be reopened should Defendant default under the terms of the Settlement Agreement.

12) This Court shall retain jurisdiction over the Defendant for the purpose of making further orders necessary or proper for the construction or modification of this consent decree and judgment; the enforcement hereof; the punishment of any violations hereof; and for the possible entry of a further Judgment Pursuant to Stipulation in this action.

DATED: Sept. 22, 2008



Hon. J. Spencer Letts
Senior Judge, United States District Court
for the Central District of California

PRESENTED BY:

J. Andrew Coombs, A Prof. Corp.

By: _____
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Nicole L. Drey
Attorneys for Plaintiffs Disney
Enterprises, Inc. and Warner Bros.
Entertainment Inc.

Carolyn Saxion Sharp

By: _____
Carolyn Saxion Sharp
Defendant, *in pro se*